

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:

APPLICATION OF CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS AND MESSAGE  
CENTER MANAGEMENT, INC. FOR A  
CERTIFICATE OF ENVIRONMENTAL  
COMPATIBILITY AND PUBLIC NEED FOR  
THE CONSTRUCTION, MAINTENANCE  
AND OPERATION OF A WIRELESS  
TELECOMMUNICATIONS FACILITY IN  
SOUTH GLASTONBURY, CONNECTICUT

DOCKET NO. 389

RECEIVED  
DEC 14 2009

CONNECTICUT  
SITING COUNCIL

DECEMBER 14, 2009

**MOTION FOR PROTECTIVE ORDER**

Cellco Partnership d/b/a Verizon Wireless ("Cellco") and Message Center Management, Inc. ("MCM") respectfully request that the Connecticut Siting Council ("Council") issue a Protective Order pursuant to Connecticut General Statutes section 1-210(b)(5), with respect to certain terms of the Land Lease Agreement, dated May 18, 2009, between Howard M. Schwager and Cellco (the "Site 1 Agreement") and the Purchase and Sale Agreement, dated June 20, 2008, between Joseph L. A. Robert and Homer Scoville and MCM (the "Site 2 Agreement") submitted to the Council in connection with the above-referenced proceeding.

Connecticut General Statutes section 16-50o provides, in relevant part:

The applicant shall submit into the record the full text of the terms of any agreement . . . entered into by the applicant . . . in connection with the construction or operation of the facility. This provision shall *not* require the disclosure of proprietary information or trade secrets.

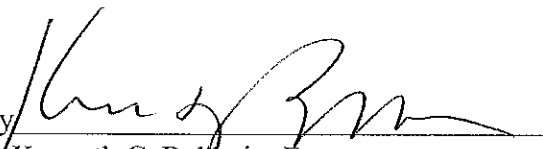
Conn. Gen. Stat. § 16-50o(c) (emphasis added). Pursuant to this requirement, Cellco submitted redacted copies of the Site 1 Agreement and the Site 2 Agreement to the Council in the Docket No. 389 Application. *See* Application, Tabs 16 and 17. The redacted provisions relate to

financial terms and other confidential information contained in each agreement ("Confidential Information"). Cellco and MCM are willing to submit unredacted copies of the Site 1 Agreement and Site 2 Agreement to the Council subject to the issuance of a Protective Order that would limit disclosure of the Confidential Information to the Council and its staff.

As reflected in the attached Affidavit of Alexandria M. Carter, Regulatory Manager for Cellco and Maria A. Scotti, Director of MCM, the information for which Cellco and MCM seek protected treatment is commercially valuable, confidential and proprietary, market-sensitive information that constitutes trade secrets within the meaning of Connecticut General Statutes §1-210(b)(5), and which Cellco and MCM have heretofore used its best efforts to maintain as secret in order to avoid the harm that would result if the information were to become publicly available. The Council has historically granted protected treatment of similar filings.

**WHEREFORE**, Cellco and MCM respectfully request that the Council grant the request for protected treatment consistent with the attached Protective Order for the Site 1 Agreement and the Site 2 Agreement, which would limit disclosure of the Confidential Information to the Council and its staff.

Respectfully submitted,  
CELLCO PARTNERSHIP d/b/a VERIZON  
WIRELESS AND MESSAGE CENTER  
MANAGEMENT, INC.

By   
Kenneth C. Baldwin, Esq.  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103-3597  
Its Attorneys

**AFFIDAVIT**

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

)  
) ss. EAST HARTFORD  
)

ALEXANDRIA M. CARTER, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligation of making a statement under oath.
2. I am a Regulatory Manager with Cellco Partnership d/b/a Verizon Wireless ("Cellco").
3. I am familiar with the terms of the Land Lease Agreement, dated May 18, 2009, between Howard M. Schwager and Cellco for the Huntington Facility ("Site 1 Agreement").
4. A redacted copy of the Site 1 Agreement was submitted to the Council as a part of the Docket No. 389 application.
5. The redacted provisions relate to the amount of the rent to be paid by Cellco during the term of the Site 1 Agreement and any extension thereof ("Confidential Information").
6. The Confidential Information is commercially valuable, confidential, proprietary and market-sensitive information that constitutes trade secrets.
7. Cellco has heretofore used its best efforts to maintain the Confidential Information as secret in order to avoid the harm that would result if the information were to become publicly available.

Alexandria M. Carter

Alexandria M. Carter  
Regulatory Manager  
Cellco Partnership d/b/a Verizon Wireless

Subscribed and sworn to before me  
this 14 day of December, 2009

Howard M. Schwager

Commissioner of Superior Court  
Notary Public

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT**

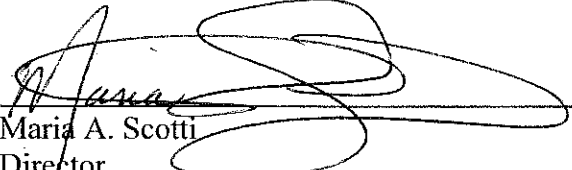
STATE OF CONNECTICUT

COUNTY OF HARTFORD

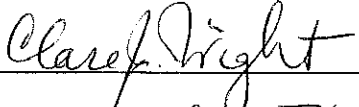
)  
) ss. Hartford  
)

MARIA A. SCOTTI, being duly sworn, deposes and states that:

1. I am over the age of eighteen and understand the obligation of making a statement under oath.
2. I am the Director of Message Center Management, Inc. ("MCM").
3. I am familiar with the terms of the Purchase and Sale Agreement, dated June 20, 2008, between Joseph L. A. Robert and Homer Scoville and MCM (the "Site 2 Agreement").
4. A redacted copy of the Site 2 Agreement was submitted to the Council as a part of the Docket No. 389 application.
5. The redacted provisions relate to the purchase price to be paid by MCM and other sensitive financial information through the Site 2 Agreement ("Confidential Information").
6. The Confidential Information is commercially valuable, confidential, proprietary and market-sensitive information that constitutes trade secrets.
7. MCM has heretofore used its best efforts to maintain the Confidential Information as secret in order to avoid the harm that would result if the information were to become publicly available.

  
\_\_\_\_\_  
Maria A. Scotti  
Director  
Message Center Management, Inc.

Subscribed and sworn to before me  
this 9<sup>th</sup> day of December, 2009

  
\_\_\_\_\_  
Notary Public Clare J. Wight  
My Commission Expires: August 31, 2013

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE:	:	
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APPLICATION OF CELLCO PARTNERSHIP	:	DOCKET NO. 389
D/B/A VERIZON WIRELESS AND MESSAGE	:	
CENTER MANAGEMENT, INC. FOR A	:	
CERTIFICATE OF ENVIRONMENTAL	:	
COMPATIBILITY AND PUBLIC NEED FOR	:	
THE CONSTRUCTION, MAINTENANCE	:	
AND OPERATION OF A WIRELESS	:	
TELECOMMUNICATIONS FACILITY IN	:	
SOUTH GLASTONBURY, CONNECTICUT	:	DECEMBER 14, 2009

**PROTECTIVE ORDER**

**WHEREAS**, Cellco Partnership d/b/a Verizon Wireless (“Cellco”) and Message Center Management, Inc. (“MCM”) are willing to submit unredacted copies of the Land Lease Agreement, dated May 18, 2009, between Howard M. Schwager and Cellco (the “Site 1 Agreement”), and the Purchase and Sale Agreement, dated June 20, 2008, between Joseph L. A. Robert and Homer Scoville and MCM (the “Site 2 Agreement”) to the Council in connection with the above-captioned matter;

**WHEREAS**, Cellco considers the amount of the rent to be paid by Cellco during the term of the Site 1 Agreement and MCM considers the Purchase Price to be paid by MCM and other sensitive financial information in the Site 2 Agreement to be confidential, market-sensitive and proprietary information that both Cellco and MCM have prior to this point, used their best efforts to keep secret (“Confidential Information”);

**WHEREAS**, Cellco and MCM have indicated their willingness to provide the Confidential Information to the Council subject to a Protective Order;

**NOW, THEREFORE**, it is hereby ordered, that the following procedure is adopted for the protection of the Confidential Information:

1. The Confidential Information shall be governed by the terms of this Order. This Order is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies or otherwise.

2. All Confidential Information shall be subject to this Order and shall be given solely to the Council and its staff. It is understood and agreed that said information is confidential, market-sensitive and proprietary in nature and shall in no event be disclosed to any other person, entity, corporation or association, and shall neither be used nor discussed except for the purposes of this proceeding. All persons in receipt of any Confidential Information pursuant to this Order shall maintain a written log of all individuals granted access to the Confidential Information.

3. Confidential Information shall be marked as such and delivered in a sealed envelope to the Council.

4. All recipients shall be bound by the terms of this Order.

5. In the event that the Confidential Information is to be used in any manner in any proceeding or hearing before the Council, such proceeding or hearing shall not be held before, nor any record of it made available, to any other party, intervenor, or other person or entity.

Presence at such proceeding or hearing shall be limited to the Council, its staff and representatives of Cellco. No record shall be disclosed or communication made of the information at any time to any person or entity. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form placed on such envelope or container:

### **CONFIDENTIAL INFORMATION**

This envelope is not to be opened nor the contents thereof to be displayed or revealed except pursuant to the Protective Order issued in Docket No. 389.

6. No copies shall be made of the Confidential Information unless expressly ordered by the Council.

7. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the material is or is not proprietary or privileged. A party seeking to change the terms of the Order shall by motion give every other party five (5) business days' prior written notice. No information protected by the Order shall be made public until the Council rules on any such motion to change the terms of the Order. Confidential Information otherwise properly discovered, even though also subject to the terms of the Order, shall not be considered protected by the Order.

8. No Recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Order.

9. All copies of such Confidential Information shall be returned to Cellco no later than thirty (30) days after the expiration of all appeal periods applicable to the final decision rendered in this proceeding.

CONNECTICUT SITING COUNCIL

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2009